SHORT FORM QUITCLAIM DEED WITH COVENANT

SUNRISE ISLAND, LLC, a Maine Limited Liability Company of Cape Elizabeth, Maine.

For consideration paid,

Grants to **EDWARD S. MACCOLL** of Cape Elizabeth, Maine, with a mailing address of 78 Wells Road, Cape Elizabeth, Maine, with **Quit Claim Covenant**,

Certain real property together with any improvements thereon located on the Wells Road, in the Town of Cape Elizabeth, County of Cumberland, State of Maine, as is further described on **EXHIBIT A** attached hereto and made a part hereof, and as depicted on a certain "Plan of Private Accessway, 78 Wells Road, Cape Elizabeth, Maine, Made For Sunrise Island, LLC and Edward MacColl" dated June 30, 2005, last revised December 13, 2006 drawn by John A. Swan, PLS, and recorded or to be recorded in the Cumberland County Registry of Deeds (the "Plan").

SEPTIC EASEMENT RESERVED TO LOT B

The foregoing property, however, shall be conveyed SUBJECT TO a perpetual subsurface Easement reserved in favor of Grantor, its successors and assigns, for the limited and specific use as the location of a subsurface drainage and flowage of wastewater and septage (the "Easement"), for the removal of wastewater from the other property of Grantor known as Lot B as shown on the Plan. The Easement shall be located under and across the Premises conveyed hereby, in the approximate location shown as "Lot B Septic Easement" on the Plan (the Lot B Septic Easement is also referred to herein as the "Easement Area"). Grantor shall also have the right and easement at reasonable times and after giving notice to Grantee to inspect, maintain, repair, rebuild, and replace within the Easement Area such drainage pipes and equipment as are necessary to install and maintain the Easement. The Easement shall run with the land and is for the benefit of the land of the Grantor which is more particularly described as Lot B on the Plan (the "Benefited Premises"), and shall run with and burden the land conveyed herein (the "Burdened Premises").

After the effective date of this Easement, all work performed upon and all use of the Easement Area for the purposes set forth above shall be at Grantor's sole cost and expense. No structures or improvements other than those specifically contemplated herein shall be placed or maintained by Grantee in the Easement Area.

Grantor and Grantee, and their respective successors or assigns shall each have the right, at any time and from time to time, to relocate the Easement and associated equipment within the parcel of land conveyed by this deed, provided that the other party consents to the relocation, such consent not to be unreasonably withheld. In the event that Grantor or Grantee, or their respective successors or assigns, shall elect to relocate the Easement and associated pipes and equipment, and shall obtain the consent of the other party, the entire

costs of the relocation shall be borne by the relocating party. The covenants, agreements, easements, rights and indemnities herein described shall then apply in all respects to the new location of the Easement. In no event shall it be considered unreasonable for Grantee to withhold its consent to a relocation that would interfere with Grantee's existing or contemplated improvements to Lot A as shown on the Plan.

Grantor, its successors or assigns, shall have no right to enter upon the Burdened Premises to install, modify or repair the septic system without first submitting plans and building permit approved by the Code Enforcement Officer (or Licensed Plumbing Inspector) of Cape Elizabeth to the Grantee, provided however, in the event of the need to repair the septic system on an emergency basis, no consent shall be required, but notice of such emergency and of the proposed response to it shall be provided to Grantee immediately.

Grantor and its successors and assigns hereby further covenant as follows: (i) Grantor shall promptly and fully restore the Burdened Premises to the same or better condition as existed prior to the entry or work; (ii) all work in connection with the Easement granted herein that is performed by Grantor, its successors or assigns, shall be performed in a good and workmanlike manner; (iii) that in the event Grantor shall need to enter the Burdened Premises, access shall be over the other land of Grantor if at all reasonably possible, or, that any access that may be required through and over the land of Grantee conveyed hereby shall be in such location as Grantee shall practically indicate, it being further required that Grantee shall be given reasonable advance notice of such access except in the case of emergency; (iv) Grantor or its successors or assigns, shall require any of its contractors or agents performing work upon the Burdened Premises to carry such types and amounts of insurance as is customary for such industry; (v) Grantor, its successors and assigns shall maintain any septic system installed in the Easement Area in a good condition and shall regularly pump the system as needed; and (v) Grantor, its successors and assigns shall defend and indemnify Grantee from any liability associated with any failure of any septic system located by Grantor or its successors in the Easement Area.

VIEW EASEMENTS IMPOSED ON PORTIONS OF LOT B

Grantor does further grant and convey to Grantee, his heirs and assigns forever the following perpetual rights and easements, which shall repeal, supersede and replace the View Easement restriction contained in that certain deed from Grantor to Grantee dated July 31, 2006, and recorded in said Registry of Deeds in Book 24247, Page 346, which restriction is expressly released to Grantor by Grantee's acceptance hereof:

Two easements burdening portions of Lot B as shown on said Plan (including that portion of Lot B conveyed to Grantor herein by deed from Grantee of near or even date herewith) the locations of which are depicted on said Plan and labeled "Lot A View Easement Area 1" and "Lot A View Easement Area 2" and known herein collectively as the "View Easement Areas" (or, each singly, a "View Easement Area"). Said easements are easements for view, air and light over the View Easement Areas as shown on said Plan,

which said areas shall be used by the owner of Lot B and future servient tenement owners, only in accordance with the following conditions and restrictions designed solely for the benefit of the owner of Lot A, unless such conditions and/or restrictions are waived by the then current owner of Lot A:

1. Except on a temporary basis as reasonably needed for excavation for construction of a single family residence, driveway and garage on Lot B, no portion of the existing grade of the View Easement Areas shall be changed.

2. All flora within the View Easement Areas, including flora overhanging the View Easement Areas, shall be pruned to and maintained at a maximum height of five feet from grade (flora is permitted below such level and reasonable efforts shall be used to avoid "clearcutting" within Lot A View Easement Area 1). Any pruned or cut flora shall he promptly removed and properly disposed of in a workmanlike manner by the owner of the servient estate in which such flora is located.

3. No structures of any kind, temporary or permanent, shall be constructed, maintained, stored or harbored within the View Easement Areas.

4. No personal property, including motor vehicles, shall he stored or placed, temporarily or permanently, on or within any portion of the View Easement Areas; provided, however, that ordinary lawn furniture may be located within Lot A View Easement Area 2 in reasonable amounts and configurations. Animals shall not be tethered or leashed within the View Easement Areas.

5. Any utilities of any kind such as septic, electrical or water servicing Lot B that require the use of the View Easement Areas shall be installed and maintained underground unless an alternative is mutually agreed upon by the owners of Lots A and B, which said agreement shall be recorded in the Cumberland County Registry of Deeds.

As its primary remedy to enforce the provisions of paragraph numbered 2 above, the Grantee and its heirs and assigns may enter the View Easement Areas and any adjacent areas from which flora is overhanging into a View Easement Area to cure any failure by the Owner of Lot B or future owner of the servient tenement to maintain the flora in or overhanging the View Easement Areas in compliance with these conditions and restrictions (by cutting and carrying away flora that is in or that overhangs the View Easement Areas in violation of the provisions hereof), but only after i) giving notice in writing to the Owner of Lot B or such future servient estate owner sent regular mail to the Owner or future owner's address as kept and maintained by the town of Cape Elizabeth assessor's office and after ii) a period of fourteen days following date of mailing during which time the Owner of Lot B or future servient tenement owner shall have failed to cure such failure. Said notice shall set forth in reasonable detail the action that is required to bring the land into compliance with the View Easement and shall recite that the Owner of Lot B or future servient tenement owner has until the end of the notice period to take the action necessary for compliance before the Owner of Lot A enters and

takes the action necessary for compliance. The forgoing covenants, however, shall also be enforceable in courts of law and equity in the State of Maine.

In addition to the right of entry described in the foregoing paragraph, the Grantee, its heirs, successors and assigns shall have the non-exclusive right, in common with Grantor, to enter the portion of Lot B designated on the Plan as "Lot A Planting" where Grantee shall have the reasonable right to control the vegetation and vegetative screen either through cutting or planting (such cutting or planting to be within the reasonable discretion of the Grantee, whose intent as to the level, kind or nature of screening and growth shall prevail in the event of any conflict), provided, however, that Grantor and Grantee shall make reasonable accommodations to avoid unnecessary disruption and disturbance in connection with Grantee's maintenance (e.g., Grantor may reasonably request a brief delay or advancement of Grantee's activities if those activities would conflict with an event or activity taking place on Lot B). Any entry by Grantee in connection with the foregoing shall be at Grantee's own risk and expense and Grantee shall be liable for any damages, costs, or expenses Grantee shall cause or incur in connection with its entry and activities. Should Grantee install plantings or vegetation of any kind in the Lot A Planting area, such plantings shall be at Grantee's sole cost and expense.

NO-BUILD COVENANT IMPOSED ON PORTION OF LOT B

Grantor does further grant and convey to Grantee an easement burdening a portion of the said Lot B, the location of which is depicted on said Plan and labeled "No Build Area" which shall repeal, supersede and replace the No Build Area restriction contained in that certain deed from Grantor to Grantee dated July 31, 2006, and recorded in said Registry of Deeds in Book 24247, Page 346, which restriction is expressly released to Grantor by Grantee's acceptance hereof. Said No Build Area shall be used by the Owner of Lot B and future servient tenement owners, only in accordance with the following conditions and restrictions:

No structures of any kind, temporary or permanent, shall be constructed, maintained, stored or harbored within the No Build Area, provided however, that a driveway shall not be considered a structure for the purposes of this provision and a driveway may be constructed to provide access to the single-family residential home to be constructed on Lot B.

Existing flora located in the No Build Area shall not be disturbed without the consent of the owner of Lot A; however, if such existing flora becomes diseased or dies, it shall be promptly removed and properly disposed of in a workmanlike manner by the owner of the servient estate in which diseased flora is located.

No personal property, including motor vehicles, shall he stored or placed, temporarily or permanently, on or within any portion of the No Build Area excepting only the temporary parking of vehicles by residents and invitees within the driveway accessing the home to

be constructed on Lot B. Animals shall not be tethered, or leashed within the No Build Area.

The above described easements benefiting Lot A were created specifically in consideration of and in reliance upon the agreement that the owner(s) of Lot A (and their successors and assigns) shall take no action to interfere with the development of Lot B so long as such development honors the easements above described and is consistent with all applicable laws and regulations. In the event that the owner(s) of Lot A (or their successors or assigns) contest or interfere with the development of Lot B then the owner of Lot B shall be entitled to enjoin such contest or interference (on both a temporary and permanent basis, it being acknowledged that such interference or contest amounts to irreparable harm) and the owner of Lot B shall be awarded attorneys' fees and costs for successfully seeking and enforcing such injunctive relief. For the purpose of this deed, "contest or interfere" shall mean filing any action, directly or indirectly, with any governmental body or court of law contending that development of Lot B is in any way inappropriate or impermissible, but shall not include (a) enforcement of the easements above described, or (b) written or verbal communications to the Cape Elizabeth Zoning Code Enforcement Officer contending that proposed construction on Lot B violates the dimensional requirements of the Town Zoning Ordinance, but any attempt to appeal any decision of the Code Enforcement Officer on such issue shall constitute an action to "contest or interfere" entitling the owner of Lot B to the foregoing relief and award of costs.

The above described easements and obligations are conveyed with the right to seek injunctive, declaratory or other equitable relief, the parties hereto recognizing that monetary remedies are inadequate to protect the rights and obligations set forth herein.

The rights, agreements, covenants and easements herein granted and provided shall be rights, agreements, covenants and easements running with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

In any action brought to enforce any of the provisions of this Deed, the prevailing party shall be entitled to recover reasonable costs of the action, including reasonable attorneys' fees.

This conveyance is further subject to the terms and conditions of an existing Easement Deed and Indenture in favor of the Cape Elizabeth Land Trust recorded in said Registry of Deeds in Book 8610, Page 94.

Witness my hand and seal this 10th day of March, 2007.

WITNESS

SUNRISE ISLAND, LLC

Leonard M. Gulino, Manager

STATE OF MAINE
CUMBERLAND, SS March 10, 2007

Then personally appeared the above named Leonard M. Gulino, Manager of Sunrise Island, LLC and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said limited liability company.

Before me,

Marjorie K. Sargent

Notary Public / Attorney at law
Name: _____
My commission expires: _____

MARJORIE K. SARGENT
Notary Public, Maine
My Commission Expires March 9, 2010

EXHIBIT A

MEETS and BOUNDS of LAND TO BE SWAPPED FROM LOT B TO LOT A

Beginning at a pin at the southerly end of the most easterly sideline of Lot B as depicted on the "Plan of Private Accessway, 78 Wells Road," dated October 26, 2005 and which plan is recorded in the Cumberland County Registry Deeds in Plan Book 206, at Page 3, which sideline is shown on said plan to be 150 feet in length; thence north 9 degrees, 24 minutes and 6 seconds east along the full length of the said sideline a distance of 150 feet to a pin; thence north 62 degrees, 43 minutes and 34 seconds west a distance of 33.26 feet along the northerly sideline of said Lot B to a point; thence south 9 degrees, 24 minutes and 6 degrees west a distance of 160.21 feet to a point; thence south 80 degrees, 35 minutes and 54 seconds east along the southerly sideline of said Lot B a distance of 31.66 feet to the point of beginning, meaning and intending to convey a strip of land 31.66 feet wide from the most easterly section of said Lot B.

Together with view and no-build easements burdening lot B and benefiting Lot A, as depicted on a revised "Plan of Private Accessway, 78 Wells Road, Cape Elizabeth, Maine, Made For Sunrise Island, LLC and Edward MacColl" dated June 30, 2005, last revised December 13, 2006 drawn by John A. Swan, PLS, which has been or will be recorded in the Cumberland County Registry of Deeds.

Received
Recorded Register of Deeds
Mar 12,2007 09:01:22A
Cumberland County
Pamela E. Lovley